

# Indiana Department of Insurance

## Filing Company Checklist

### INDIVIDUAL Accident & Health Policy Review Standards

*Association policies/certificates should be filed as GROUP, not individual*

*(Checklist must be submitted with filing – attach as PDF Document if filing electronically)*

Company Name \_\_\_\_\_ Filing Date \_\_\_\_\_

NAIC # \_\_\_\_\_ Type of product (use NAIC Uniform Coding Matrix) \_\_\_\_\_

Form number(s) \_\_\_\_\_

<i>Statute/ Regulation</i>	<i>Requirement</i>	<i>N/A (If asking for special consideration on any item please address in Cover Letter)</i>	<i>Location in Submitted Documents</i>	<i>For DOI USE ONLY Yes/No Comments</i>
<b>General Filing Requirements</b>				
	<b>Filing Fee</b> – You will be billed with a quarterly invoice for <b>each</b> filing for <b>each</b> company. The invoice will be for \$35 + any applicable retaliatory fee for <b>each</b> company included in filings based on your state of domicile's filing fee. <b>Do NOT</b> include a filing fee with this filing.			
	NAIC Standard A & H Transmittal Sheet – use coding from NAIC Uniform Product Coding Matrix – Links to these items on the DOI website or <a href="http://www.NAIC.org">www.NAIC.org</a> .			
IC 27-1-26	Flesch Readability Certification			
	A cover letter does NOT have to be submitted IF all of the following information is included on the NAIC Standard A & H Transmittal Sheet (use Box 14 for any explanations normally included in a cover letter). If a cover letter is submitted it must be in duplicate w/one copy of all forms to be filed. If filing for more than one company, each company must be listed separately. The cover letter should include:			
	a) A reference "Re:" line for each company with insurance company's name, NAIC number and the form number of <b>each</b> form to be filed.			
	b) If there are numerous forms in one filing, please list on a separate sheet of paper and indicate in the reference line "see attached list." Please list the most important form first and keep the same order in related correspondence			
	c) Name of contact person, w/e-mail address, telephone and fax numbers. <b>All correspondence will be done electronically when possible.</b> On <u>all</u> e-mails and correspondence, include NAIC number, Company Name, lead form number. <i>Correspondence without these items will not be processed.</i> Any submission of additional forms or materials should include a separate response letter, in duplicate, for each			

	filing being addressed.			
	d) The nature of the insurance product (use descriptions from NAIC Uniform Coding Matrix - e.g. Medicare Supplement, individual, small group, association group, employer group health insurance, etc.)			
	If filing paper rather than electronic - A postage-paid, self-addressed envelope of adequate size to hold the "approved" or "filed" stamped duplicate correspondence and any extra copies of forms that you wish to have returned. (There is no need to send more than one copy of the forms.)			
	If the filing is submitted by an outside consulting firm, a letter giving authorization to file on behalf of the company. If you are filing for multiple companies, you must submit an authorization from each company, list each company separately on the cover letter by NAIC #, Company Name, and form #. And you must submit a separate filing/retaliatory fee for each company.			
	Rates must be filed with all new Individual forms and with any revisions to individual forms that have actuarial implications. See rate filing instructions at <a href="http://www.IN.gov/idoi">www.IN.gov/idoi</a> for information that must be included.			
<b>Individual A&amp;H Policies must provide:</b>				
IC 27-8-5-21	Adopted children			
760 IAC 1-39-7	AIDS, HIV and related conditions IF other diseases covered (can't be unique exclusion)			
IC 27-8-5-26	Breast reconstruction & prosthesis following mastectomy – must be covered even if mastectomy covered by other carrier			
IC 27-8-14.5	Diabetes treatment, supplies, equipment & education			
IC 27-8-5-2(a)(8)	Handicapped children beyond the age of maturity. (w/31 days notice to the company)			
IC 27-8-26	Individuals w/o regard to genetic testing			
IC 27-8-24-4	Infant screening tests required by IC 16-41-17-2			
IC 27-8-5-15.6	Mental health parity, IF mental health benefits offered			
IC 27-8-24	Minimum maternity stays, IF maternity benefits offered			
IC 27-8-5.6-2(b)	Newborns, unless pregnancy pre-existed issuance of policy			
IC 27-8-20	Off-label use of certain drugs, IF drugs are covered			
IC 27-8-5-2.5	Pre-existing conditions after 12 months. (24 months if participating in 24 month program, have filed appropriate waivers for approval and notified DOI of intent)			
IC 27-8-5-2.5(d)	a) BUT credit must be given for previous small group creditable coverage			
IC 27-8-5-2.5(c)	b) Look-back 12 months			
IC 27-8-5-2.5	c) NO PERMANENT WAIVERS OR EXCLUSIONS			

IC 27-8-5-15.6(e)	Substance Abuse Parity – If substance abuse treatment needed in relation to mental health treatment must offer to provide coverage in parity with other medical benefits.			
IC 27-8-24.3	Victims of abuse w/o regard to the abuse			
<b>An individual policy must OFFER:</b>				
IC 27-8-14.2-4	Pervasive development disorders including Autism and Asperger's			
<b>Required Provisions for Individual A&amp;H Policies</b>	Policies MUST contain the following provisions, AS STATED, with the captions, or alternative appropriate captions. IF the provision does not apply, the insurer may omit or amend WITH THE APPROVAL OF THE DEPARTMENT			
IC 27-8-5-3(a)(1)	<b>ENTIRE CONTRACT: CHANGES:</b> This policy, including endorsement and attached papers, if any, constitutes entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.			
IC 27-8-5-3(a)(2)	<b>TIME LIMIT ON CERTAIN DEFENSES:</b> After two years from the date of issue of this policy, no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of such two year period.			
IC 27-8-5-3(a)(3)	<b>GRACE PERIOD:</b> A grace period of ("7" for weekly premium policies, "10" for monthly premium policies and "31" for all other policies) days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall remain in force.			
IC 27-8-5-3(a)(4)	<b>REINSTATEMENT:</b> If any renewal premium is not paid within the time granted the insured for payment, a subsequent acceptance of premium by the insurer or by any agent authorized by the insurer to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy (see code for remainder of language)			
IC 27-8-5-3(a)(5)	<b>NOTICE OF CLAIM:</b> Written notice of claim must be given to insurer within 20 days after occurrence or commencement of any loss covered by policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of insured or the beneficiary to insurer, or to any authorized agent of the insurer, with information sufficient to identify insured, shall be deemed notice to the insurer. <i>(See Ind. Code Sec. 27-8-5-3(a)(5) for alternative language for loss-of-time benefit policies.)</i>			
IC 27-8-5-3(a)(6)	<b>CLAIM FORMS:</b> Insurer, upon receipt of a notice of claim, will furnish to claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of			

	such notice, the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.			
IC 27-8-5-3(a)(7)	<b>PROOFS OF LOSS:</b> Written proof of loss must be furnished to insurer at its office within 90 days after the date of such loss ( <i>within 90 days after termination of insurer's liability period in case of policy providing periodic payments.</i> ) Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in not event, except in the absence of legal capacity, later than 1 year after the time proof is otherwise required.			
IC 27-8-5-3(a)(8)	<b>TIME OF PAYMENT OF CLAIMS:</b> Payments under this policy for any loss, other than loss for which this policy provides any periodic payment, will be paid immediately upon receipt of due written proof of such loss, <b>or in accordance with Ind. Code Sec. 27-8-5.7, whichever is more favorable to the policyholder.</b> (If policy provides for a periodic payment it will be paid not less frequently than monthly.) <b>This provision must reflect compliance with IC 27-8-5.7.</b>			
IC 27-8-5-3(a)(9)	<b>PAYMENT OF CLAIMS:</b> Indemnity for loss of life will be paid in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no designation or provision is then effective, such indemnity will be payable to the estate of the insured. Any other accrued indemnities unpaid at the insured's death may, at the option of the insurer, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the insured.			
IC 27-8-5-3(a)(10)	<b>PHYSICAL EXAMINATIONS AND AUTOPSY:</b> The insurer at its own expense shall have the right and opportunity to examine the person of the insured when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.			
IC 27-8-5-3(a)(11)	<b>LEGAL ACTIONS:</b> No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.			
IC 27-8-5-3(a)(12)	<b>CHANGE OF BENEFICIARY:</b> Unless the insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to			

	any change of beneficiary, or to any other change in this policy.			
IC 27-8-5-3(a)(13)	<b>GUARANTEED RENEWABILITY:</b> In compliance with the federal Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), renewability is guaranteed.			
<b>Optional Provisions for Individual A&amp;H Policies</b>	The following provisions are not required in an individual policy. However, if a policy issued or delivered in Indiana addresses the matters listed below, its provisions must appear as stated, preceded by the captions or other approved captions. Any variance in this language must be at least as favorable to the insured and <i>MUST</i> be approved by the Department of Insurance.			
IC 27-8-5-3(b)(1)	<b>CHANGE OF OCCUPATION:</b> If the insured becomes injured or sick after changing to an occupation or engaging in work more hazardous than as stated in this policy, the insurer will pay only such benefits as the premium paid would have purchased. If the insured changes to an occupation less hazardous, then upon receipt of proof, the insurer will reduce the premium rate accordingly and will return the excess pro rata unearned premium. In applying this policy, the insurer must use the classification of risk and the premium rates last filed with the Department.			
IC 27-8-5-3(b)(2)	<b>MISSTATEMENT OF AGE:</b> If the age of the insured as been misstated, the amounts payable shall be such as the premium paid would have purchased at the correct age.			
IC 27-8-5-3(b)(3)	<b>OTHER INSURANCE WITH THIS INSURER:</b> If the insured currently has more than one policy with this insurer, with total benefits exceeding the maximum limit of the policy, then the excess insurance is void and the premium for the excess insurance shall be returned. <i>(Alternatively, only one policy elected by the insured shall be effective, and the insurer will return any premium for other policies.)</i>			
IC 27-8-5-3(b)(4) / IC 27-8-5-3(b)(5)	<b>INSURANCE WITH OTHER INSURER(S).</b> If there is other valid coverage for same loss, on a provision of service basis or on an expense incurred basis, and this insurer has not been given notice of other coverage prior to the loss, the liability of this insurer will be adjusted as well as a portion of the premiums paid.			
IC 27-8-5-3(b)(6)	<b>RELATION OF EARNINGS TO INSURANCE:</b> If total loss of time benefits promised under all valid loss of time coverage exceeds monthly earnings of the insured at time of disability or earning for the period of 2 years immediately preceding a disability, whichever is greater, the insurer will be liable only for such proportionate amount of benefits, but this amount cannot be below \$200 or the sum specified in such coverage. <i>See Ind. Code Sec. 27-8-5-3(b)(6) for optional language if policy provides benefits until 50 years of age or if issued after 44 years of age for at least 5 years.</i>			
IC 27-8-5-3(b)(7)	<b>UNPAID PREMIUM:</b> Any premium due and unpaid upon payment of a claim under the policy may be deducted from the claim.			

IC 27-8-5-3(b)(8)	<b>CONFORMITY WITH STATE STATUTES:</b> Any provision of this policy which, on its effective date, conflicts with the statutes of Indiana (or the state where the insured resides on such date) is hereby amended to conform to the minimum requirements of such statutes.			
IC 27-8-5-3(b)(9)	<b>ILLEGAL OCCUPATION:</b> Insurer shall not be liable for any loss to which a contributing cause was the insured's commission of or attempt to commit a felony or to which the contributing cause was the insured's being engaged in an illegal occupation.			
IC 27-8-5-3(b)(10)	<b>INTOXICANTS AND NARCOTICS:</b> Insurer shall not be liable for a loss sustained or contracted in consequence of the insured's being intoxicated or under the influence of narcotics unless taken on the advice of a physician. <i>(Note: to be excluded, the loss must be in consequence of the insured's being intoxicated, not just occurring while the insured is intoxicated or under the influence of narcotics.)</i>			